

Modified Order

96 F.T.C.

IN THE MATTER OF
SKF INDUSTRIES, INC., ET AL.

MODIFIED ORDER IN REGARD TO ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION ACT

Docket 9046. Decision, July 5, 1979—Modified Order, October 21, 1980

In accordance with the settlement agreement reached by respondents and Commission counsel without adjudication, and filed with the Court of Appeals for the Second Circuit on July 23, 1980, this modified order revises the "final order" issued by the Commission on July 5, 1979 (44 FR 47926, 94 F.T.C. 6), by changing, among other things, the amount of TRB that SKF may sell to Federal Mogul and the requirements for publishing the provisions of the order.

MODIFIED ORDER TO CEASE AND DESIST

Respondents SKF Industries, Inc. ("SKF"), and Federal-Mogul Corporation ("FM") having filed in the United States Court of Appeals for the Second Circuit petitions for review of the Commission's "Final Order" herein dated July 5, 1979; and a stipulation dated July 23, 1980, by and among SKF, FM and counsel for the Commission having been entered into and filed with the Court of Appeals, pursuant to which the parties agreed and consented to entry by the Court of Appeals, without adjudication of any issue of law or fact, of an order modifying said "Final Order" in accordance with said stipulation and directing that said "Final Order," as so modified, be enforced; and the Court of Appeals having thereupon entered an Order, dated August 25, 1980, remanding the proceeding to the Commission with directions to modify said "Final Order" in accordance with said stipulation:

Now, therefore, it is hereby ordered, That the aforesaid "Final Order" be, and hereby is, modified in accordance with the order of the Court of Appeals to read as follows:

FINAL ORDER

I

This Order shall be deemed to be final as of December 31, 1979, and be binding on Federal-Mogul Corporation ("FM"), SKF Industries, Inc. ("SKF"), their subsidiaries or any person under the control of FM or SKF, their successors and assigns, and their officers, agents, representatives and employees.

II

It is ordered. That the agreement signed by SKF and FM on December 17, 1974, and any similar arrangements between or among respondents, including the understandings reflected in the exchange of documents on January 27, 1972, shall be cancelled as of the date as of which this Order becomes final.

III

It is ordered. That, for purposes of this Order, the following definitions shall be applicable:

(i) *0"-4" TRB*—tapered roller bearings having an outside diameter of zero to four inches.

(ii) *Automotive Aftermarket*—the domestic replacement market, including all intermediate suppliers to such market (but excluding FM and the manufacturers of original equipment who purchase 0"-4" TRB for distribution to service customers through their dealers and franchisees), for 0"-4" TRB for use in passenger cars, light and heavy trucks, buses, trailers, tractors, self-propelled agricultural equipment and vehicles, such as trailers, and agricultural equipment pulled by self-propelled vehicles.

(iii) *FM TRB Requirements*—the total dollar value of purchases of 0"-4" TRB by FM from all sources (including sources owned or controlled by FM) for distribution in the United States. The value of purchases of 0"-4" TRB by FM from sources which it owns or controls shall be either cost to FM or the fair market value, whichever is less.

(iv) *FM TRB Purchases from SKF*—the total dollar value of direct or indirect purchases by FM of 0"-4" TRB from SKF, Aktiebolaget SKF ("AB SKF"), or any person under the control of SKF or AB SKF for distribution in the United States, which shall include (A) purchases by FM or 0"-4" TRB manufactured by SKF, AB SKF, or any person under the control of SKF or AB SKF, and (B) purchases by FM under the arrangement to which SKF, AB SKF, or any person under the control of SKF or AB SKF is a party or from a supplier in which SKF, AB SKF, or any person under the control of SKF or AB SKF has an interest.

(v) *TRB Units*—0"-4" TRB as purchased by Automotive Aftermarket customers of SKF. Purchases may be (i) an assembled TRB, (ii) a TRB outer ring (cup), or (iii) a TRB inner ring (cone), each being a single TRB unit.

(vi) *SKF Net Aggregate Sales to the Automotive Aftermarket*—that

number of TRB Units which is the difference between (i) the aggregate number of TRB Units sold by SKF to the Automotive Aftermarket and (ii) the number of TRB Units, if any, which must be subtracted therefrom so that of the resulting number of TRB Units sold by SKF to the Automotive Aftermarket no more than 15% represents TRB Units sold by SKF to or through any national organization of independent warehouse distributors by or through which, as of the effective date of this Order, all the members of such organization secure all of their needs of 0"-4" TRB from the same single source, other than SKF.

IV

With respect to FM TRB Purchases from SKF, *it is ordered*, That the following limitations shall apply during the periods described below:

(i) The time period covered by any given purchase order or related agreement concerning FM TRB Purchases from SKF shall not exceed twelve (12) months.

(ii) The aggregate dollar value of any FM TRB Purchases from SKF during the first thirty-six (36) month period following the date as of which this Order becomes final (calendar years 1980, 1981 and 1982) shall not exceed 60% of the FM TRB Requirements during that period. The allowable percentage under this subparagraph shall include any 0"-4" TRB purchased, but not sold, by FM from SKF, AB SKF, or any person under the control of SKF or AB SKF prior to the date as of which this Order becomes final.

(iii) The aggregate dollar value of any FM TRB Purchases from SKF during the second thirty-six (36) month period following the date as of which this Order becomes final (calendar years 1983, 1984 and 1985) shall not exceed 50% of the aggregate FM TRB Requirements during that period.

(iv) The aggregate dollar value of any FM TRB Purchases from SKF during the third thirty-six (36) month period following the date as of which this Order becomes final (calendar years 1986, 1987 and 1988) shall not exceed 40% of the aggregate FM TRB Requirements during that period; *provided, however*, that if the SKF Net Aggregate Sales to the Automotive Aftermarket shall have been 1,250,000 or more TRB units during the second thirty-six (36) month period following the date as of which this Order becomes final (calendar years 1983, 1984 and 1985), the aggregate value of any FM TRB Purchases from SKF shall not exceed 50% of the aggregate FM TRB

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Modified Order

Requirements during the third thirty-six (36) month period (calendar years 1986, 1987 and 1988).

(v) The aggregate dollar value of any FM TRB Purchases from SKF during the fourth thirty-six (36) month period following the date as of which this Order becomes final (calendar years 1989, 1990 and 1991) shall not exceed 40% of the aggregate FM TRB Requirements during that period; *provided, however*, that if the SKF Net Aggregate Sales to the Automotive Aftermarket shall have been 1,250,000 or more TRB Units during the third thirty-six (36) month period following the date as of which this Order becomes final (calendar years 1986, 1987 and 1988), the aggregate value of any FM TRB Purchases from SKF shall not exceed 50% of the aggregate FM TRB Requirements during the fourth thirty-six (36) month period (calendar years 1989, 1990 and 1991).

(vi) This Order shall automatically terminate as of December 31, 1991.

V

It is further ordered, That each respondent shall notify all persons having sales and policy responsibilities in its organization of the terms of this Order, and respondents together shall publish same in a major trade journal or periodical within six months following the conclusion of the first twelve (12) month period (calendar year 1980) and again within six months following the conclusion of the second twelve (12) month period (calendar year 1981) following the date as of which this Order becomes final; *provided, however*, that if during either such twelve (12) month period (calendar year 1980 or 1981) the aggregate dollar value of any FM TRB Purchases from SKF shall not have exceeded 50% of the aggregate FM TRB Requirements during that period, then such publication following the conclusion of that period may be omitted.

VI

It is further ordered, That each respondent shall notify the Commission at least thirty (30) days prior to any proposed change in said respondent which may affect compliance obligations arising out of this Order, such as dissolution, assignment or sale resulting in the emergence of a successor corporation, or the creation or dissolution of subsidiaries or joint ventures.

VII

It is further ordered, That within sixty (60) days after the date of issuance of this Order, and within sixty (60) days after the end of each calendar year during which this Order is effective, each respondent shall file with the Federal Trade Commission a written report setting forth in detail the manner and form of its compliance with this Order.

VIII

It is further ordered, That after the end of calendar year 1984, after the end of each quarter during calendar year 1985, and after the end of calendar year 1985, respondent SKF shall report to the Commission the SKF Net Aggregate Sales to the Automotive Aftermarket during the period beginning January 1, 1983, to and including the effective date of the report. These reports shall be filed within forty-five (45) days after the end of the respective reporting periods and shall be made available to respondent FM at the time they are filed with the Commission. This reporting obligation shall automatically terminate upon the filing by SKF of such a report indicating that the SKF Net Aggregate Sales to the Automotive Aftermarket have equalled or exceeded 1,250,000 TRB Units during such period.

IX

It is further ordered, That after the end of calendar year 1987, after the end of each quarter during calendar year 1988, and after the end of calendar year 1988, respondent SKF shall report to the Commission the SKF Net Aggregate Sales to the Automotive Aftermarket during the period beginning January 1, 1986, to and including the effective date of the report. These reports shall be filed within forty-five (45) days after the end of the respective reporting periods and shall be made available to respondent FM at the time they are filed with the Commission. This reporting obligation shall automatically terminate upon the filing by SKF of such a report indicating that the SKF Net Aggregate Sales to the Automotive Aftermarket have equalled or exceeded 1,250,000 TRB Units during such period.

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Complaint

IN THE MATTER OF
THE MENTHOLATUM COMPANY, INC.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
SECS. 5 AND 12 OF THE FEDERAL TRADE COMMISSION ACT

Docket C-3047. Complaint, Oct. 22, 1980—Decision, Oct. 22, 1980

This consent order requires, among other things, a Buffalo, N.Y. producer of denture cushions to use advertisements which are consistent with labeling information included with the product concerning health, safety or efficacy; to disclose, in those instances where the firm makes claims of duration of use, such labeling warnings in a clear and conspicuous manner; and, further, to affirmatively state that its product is intended for short-term use only.

Appearances

For the Commission: *Leslie Fax.*

For the respondent: *Samuel Magavern, Magavern, Magavern, Lowe, Beilewech, Dompkins & Fadale, Buffalo, N.Y.*

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that The Mentholatum Company ("Mentholatum"), a corporation, hereinafter referred to as respondent, has violated the provisions of the Federal Trade Commission Act, and that a proceeding with respect to such violations would be in the public interest, hereby issues its complaint, setting forth its charges as follows:

PARAGRAPH 1. Mentholatum is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its principal office and place of business located at 1360 Niagara St. in the city of Buffalo, New York.

PAR. 2. Respondent Mentholatum is now, and for some time last past has been engaged in the production, advertising, offering for sale, sale and distribution of denture cushions designated by the trade name "Snug Denture Cushions." This product, as advertised, is a "device" within the meaning of Section 12 of the Federal Trade Commission Act, 15 U.S.C. 52.

PAR. 3. In the course and conduct of its business, responder Mentholatum causes and has caused the said products, when sold, to be transported from its place of business in one State of the United States to another State of the United States.

States to purchasers thereof located in various other States of the United States and the District of Columbia. Respondent Mentholatum maintains, and at all times mentioned herein has maintained, a substantial course of trade in Snug Denture Cushions in or affecting commerce.

PAR. 4. In the course and conduct of its business, respondent has disseminated or caused the dissemination of various advertisements for Snug Denture Cushions across state lines by various means in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, including advertisements inserted in magazines and newspapers and also advertisements broadcast on national television networks. The purpose of all these advertisements has been to induce, directly or indirectly, the purchase of Snug Denture Cushions, and it is likely that these advertisements have succeeded in inducing consumers to purchase this product.

PAR. 5. Typical, but not all inclusive, of the statements and representations in said advertisements are those found in Exhibits A-G attached to this complaint, including such representations as the following:

a. Newspaper and magazine advertisements:

- (1) ELIMINATES DAILY DENTURE "FIXINGS" FOREVER—Snug Cushions hold dentures comfortably tight for weeks.
- (2) HOLDS DENTURES FIRM WITHOUT DAILY "FIXINGS"—Snug Cushions hold dentures comfortably tight for weeks.
- (3) NEW FREEDOM FROM DAILY DENTURE "FIXINGS"—Snug Cushions hold dentures comfortably tight for weeks.

b. Television Advertisements:

- (1) Sara: Didn't I tell you about Snug? It's different—you don't need to apply it every day . . . Snug lasts for weeks. And it'll hold your dentures firm and comfortable. . . . [At a point later in time]
Sara: Didn't you switch to Snug
Helen: Sure . . .
- (2) Thousands of denture wearers have long suffered with loose, wobbly, uncomfortable plates. Now many use Snug Brand Denture Cushions . . .

PAR. 6. Through the use of said advertisements and others similar hereto not specifically set out herein, disseminated as aforesaid, respondent has made or is making the following representations:

- (a) that Snug Denture Cushions are appropriate for long-term use;
- (b) that Snug Denture Cushions are for use other than temporary use only until a dentist can be seen.

PAR. 7. In fact, the labeling on Snug Cushions states:

(a) On the package:

Caution: Long term use of an ill-fitting denture, reliner, pad or cushion may lead to swelling, faster bone resorption, or continuing irritation. Use Snug temporarily until you can see your dentist.

(b) On the package insert:

(1) Snug Denture Cushions are for *temporary* use only . . .

(2) Dentures that do not fit properly cause irritation and injury to the gums and faster bone loss which is permanent and may require a completely new denture. Changes in the gums caused by dentures that do not fit properly may require surgery for correction. Continuing irritation and injury may lead to tumors in the mouth. Use of denture reliners, pads, and cushions may temporarily decrease the discomfort. However, their use will not make the denture fit properly. Special training and tools are needed to fit properly. You must see your dentist for a new denture or a repair as soon as possible.

PAR. 8. The representations referred to in Paragraph Six are inconsistent with, negate, and contradict the labeling on respondent's product as set forth in Paragraph Seven hereof. Such inconsistency, negation, and contradiction has the tendency and capacity to mislead and deceive purchasers of said product as to its proper duration of use, and to negate the import and purposes of and to detract from the effectiveness of the warnings, cautions, limitations and instructions for use found in the labeling.

Therefore, the advertisements, acts and practices, referred to in Paragraph Six above were and are unfair and deceptive.

PAR. 9. Furthermore, in its advertising for Snug Denture Cushions, respondent has been and now is making claims as to the duration of use of said product without clearly and conspicuously disclosing to the purchasing public that the labeling for Snug Denture Cushions states that said product should be used only on a temporary basis until a dentist can be seen.

PAR. 10. The existence and substance of the above-mentioned labeling warning is a material fact in light of the representations set forth in Paragraphs Five and Six regarding duration of use, in that disclosure of the warning to consumers would be likely to affect their decisions of whether or not to purchase said product and of how properly to use it. Respondent's failure to disclose this material fact has the tendency and capacity to mislead and deceive consumers into the mistaken belief that no such warning exists.

Therefore, the advertisements, acts and practices referred to in Paragraphs Five and Six above were and are false, deceptive, and unfair.

PAR. 11. In the course and conduct of its business as aforesaid, and

at all times mentioned herein, respondent Mentholatum has been in substantial competition in commerce, with corporations, firms and individuals in the sale of products of the same general kind and nature as those advertised and/or sold by respondent.

PAR. 12. The aforesaid unfair and deceptive acts and practices of respondent have had and now have, the capacity to induce members of the purchasing public to purchase substantial quantities of said product.

PAR. 13. The aforesaid acts and practices of respondent, as herein alleged, were and are all to the prejudice and injury of the public and of respondent's competitors and constituted and now constitute, unfair and deceptive acts and practices and unfair methods of competition in or affecting commerce, in violation of Sections 5 and 12 of the Federal Trade Commission Act. The acts and practices of respondent, as herein alleged, are continuing and will continue in the absence of the relief herein requested.

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Complaint

SNUG DENTURE CUSHIONS

SEE INSTRUCTIONS INSIDE

SNUG DENTURE CUSHIONS

SNUG[®]

BRAND
DENTURE CUSHIONS

Ever-soft Plastic Cushions

Snug makes loose false teeth fit firm and tight. Soothes sore gums due to loose-fitting dentures. Holds in to plate. Easy to apply or remove. Caution: Long term use of an ill-fitting denture, which, part or cushion may lead to swelling of the bone resorption, or continuing irritation. Use SNUG temporarily until you can see your dentist.



For Upper or Lower Plates



Contents
2 Cushions

THE MENTHOLATUM CO., BUFFALO, N. Y. 14212

PD-214

Masius, Wynne-Williams, Street & Finney, Inc. EDITORIAL DEPARTMENT

IDENTIFICATION NO.
 ADVERTISER The Mentholatum Company
 FOR SNUG DENTURE CUSHIONS
 "POWDERS & STICKERS" (A)
 (#SN-11-300)

DATE August 22, 1969
 JOB NO. 100TV33
 As filed: 8/19/69
 As recorded: 8/22/69

VIDEO

1. OPEN ON CAN OF ADHESIVE POWDER, POURING POWDER ONTO LINED SURFACE.
2. PULL BACK - ACTION CONTINUES.
3. HAND SETS CAN ON SURFACE BEHIND SPRINGLE OF POWDER.
4. BESIDE FILE OF POWDER, RIBBON OF ADHESIVE CREAM IS SQUEEZED OUT ONTO LINED SURFACE.
5. TUBE OF CREAM IS SET DOWN BEHIND RIBBON. NOW BOTH PRODUCTS AND THEIR CONTENTS ARE SEEN SIDE BY SIDE.
6. THE CAN AND FILE OF POWDER POPS OFF.
7. THE TUBE AND RIBBON OF CREAM POP OFF.
8. CU PKG OF SNUG.
9. PULL BACK AS HAND REMOVES CUSHION WITH BOTH LINENS ON FROM BOX.
SUPER: "LASTS FOR WEEKS".
10. WITH ONE LINEN ON BACK, SHOWING SNUG CUSHION ON TOP, HAND BEGINS TO CUT SHAPE OF DENTURE.

AUDIO

1. ANNCR: (VO) Some people with 1 wobbly dentures.
2. ANNCR: (VO) use adhesive powder every morning and
3. ANNCR: (VO) every night.
4. ANNCR: (VO) Others use cream
5. ANNCR: (VO) day after day.
6. ANNCR: (VO) But some never bot!
7. ANNCR: (VO) with daily fixing--
8. ANNCR: (VO) they line their de- with Snug Brand De- Cushions.
9. ANNCR: (VO) One lining lasts for weeks.
10. ANNCR: (VO) Apply Snug at home minutes.

Complaint

IDENTIFICATION NO.

ADVERTISER The Mentholator Company
 FOR SMUG DENTURE CUSHIONS

"POWDERS & STICKERS" (A)
 (FSN-11-3CC)

Page 2.

DATE August 22, 1969

JOB NO. 100T733
 As filmed: 8/19/69
 As recorded: 8/22/69

VIDEO

11. NOW "U" SHAPE OF DENTURE IS HELD IN HAND, WHILE BACKING LIGN IS REMOVED. SUPER: "HOLDS DENTURES TIGHT".
12. HAND FLEXES CUSHION.
13. CUT BACK TO SET UP OF POWDER AND CREAM WITH CONTAINERS.
14. POWDER IS POPPED OFF.
15. CREAM IS POPPED OFF.
16. CU SMUG PACKAGE. SUPER: "HOLD DENTURES TIGHT". THEN POP ON: "2 CUSHIONS \$1.50".

AUDIO

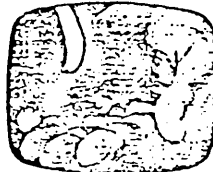
11. ANNCR: (VO) It holds dentures tight
12. ANNCR: (VO) and cushions the gum lasts for weeks
13. ANNCR: (VO) without daily fixing
14. ANNCR: (VO) Try the no-mess
15. ANNCR: (VO) no-bother way ...
16. ANNCR: (VO) get Smug to hold dentures tight.

SNUG DENTURE CUSHIONS

TELEVISION COMMERCIAL, 1976-77
"SPOKESMAN"



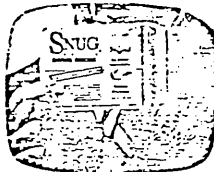
1. SPOKESMAN: (DV) What do you use to hold loose wobbly dentures comfortably tight?



2. Powder?



3. Cream?



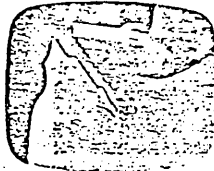
4. Or long-lasting Snug Brand Denture Cushions.



5. Snug is a cushion -



6. not only holds plates tight, but makes them feel so comfortable.



7. (VO) Easy to fit...



8. Snug sticks to your plates... lasts for weeks...



9. so no daily fixing... no mess... no after taste.



10. Easily cleaned or removed.



11. (DV) To hold dentures comfortably tight for weeks...



12. (VO) get Snug Denture Cushions!

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Complaint

MASHUS, WYNN- WILLIAMS INC.

CLIENT THE MENTHOLATUM COMPANY

TITLE "SPOKESMAN" (C) (0MVS2123)
:30 TV COMM'L.SNUG DENTURE CUSHIONS
As Produced: 8/30/72
As Filmed: 8/17/72

DATE SEPT. 15, 1972 70 w

OPEN ON CU SPOKESMAN

SPOKESMAN (OC): What do you use to hold
loose, wobbly dentures
comfortably tight?CUT TO CU AS HE SHAKES
POWDER ON HIS PALM

Powder?

CU AS HE SQUEEZES CREAM
ON PALMCream?
Or long-lastingCUT TO CU SNUG PKG AS HE
PICKS IT UPSnug Brand Denture
Cushions.HOLD CU AS HANDS SLIP OUT
SNUG

Snug is a cushion --

PULL BACK TO MCU MAN

not only holds plates
tight...but makes them
feel so comfortable.CUT TO CU MAN'S HANDS CUTTING
SNUG INTO SHAPE WITH SCISSORS

Easy to fit...

DISS TO HIS HANDS FITTING U-SHAPED
SNUG ONTO CLEAR LUCITE U-SHAPESnug sticks to your plate
lasts for weeks...so no
daily fixing...no mess...
no after-taste.PAN AS HIS HANDS SCRUB SNUG ON
LUCITE U-SHAPE, WITH TOOTHBRUSH
UNDER RUNNING FAUCET

Easily cleaned or removed

CUT TO CU MAN

To hold dentures com-
fortably tight for weeks

CUT TO CU SNUG PKG

get Snug Denture Cushion

Complaint

96 F.T.C.

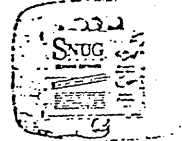
SNUG DENTURE CUSHIONS
TELEVISION COMMERCIAL
"SPOKESWOMAN"



1. SPOKESWOMAN: (DV) Thousands of denture wearers have long suffered



2. with loose, wobbly, uncomfortable plates.



3. Now many use Snug Brand Denture Cushions and



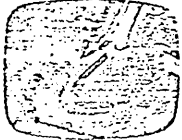
4. are so grateful for the way Snug holds dentures tight.



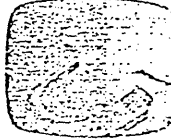
5. and being a cushion, Snug makes dentures feel so comfortable.



6. (VO) Easy to fit —



7. Snug sticks to your plates... lasts for weeks —



8. so no daily fiving — no mess — no aftertaste.



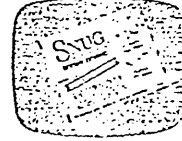
9. (SFX) Easily cleaned



10. or removed.



11. (DV) To hold dentures comfortably tight for weeks.



12. (VO) get Snug Denture Cushions.

THE MENTHOLATUM CO., INC.

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Complaint

MASHUS, WYNNE-WILLIAMS INC.

CLIENT	THE MENTHOLATUM COMPANY	
TITLE	"SPOKESWOMAN" (C) (#MVSN2133) :30 TV COMM'L	<u>SNUG DENTURE CUSHIONS</u> As Produced: 8/30/72 As Filmed: 8/17/72
DATE	SEPT 15, 1972	75 w

OPEN ON CU SPOKESWOMAN

SPOKESWOMAN (OC): Thousands of denture wearers have long suffered with loose, wobbly, uncomfortable plates.

SHE PICKS UP SNUG PKG

Now many use...

CUT TO CU PKG IN HER HAND

Snug Brand Denture Cushion and are so grateful

CUT TO CU WOMAN

for the way Snug holds dentures tight...and being a cushion, Snug makes dentures feel so comfortable.

CUT TO CU WOMAN'S HANDS CUTTING SNUG INTO SHAPE WITH SCISSORS

Easy to fit...

DISS TO HER HANDS FITTING U-SHAPED SNUG ONTO CLEAR LUCITE U-SHAPE

Snug sticks to your plates. lasts for weeks... so no daily fixing...no mess... no after-taste.

PAN AS HER HANDS SCRUB SNUG ON LUCITE U-SHAPE, WITH TOOTHBRUSH UNDER RUNNING FAUCET

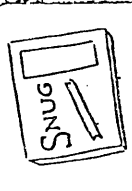
Easily cleaned or removed.

CUT TO CU WOMAN

To hold dentures comfortably tight for weeks...

CUT TO CU SNUG PKG

get Snug Denture Cushions.

 <p>SNUG S NUG</p>	<p>141 King Street, Suite 100 CITY OF LOS ANGELES, CA 90012</p>	<p>MALIBU, WYOMING WILLIAMS INC. 6401 100th Avenue, Suite 100, Malibu, CA 90263 Tel: (310) 306-1111 Fax: (310) 306-1112 www.williamsinc.com</p>		

File N 6

Amazing soft plastic cushion
**holds dentures
 comfortably
 tight for weeks**

without messy "slickums!"
 Not a paste! Not a powder! Not a cream or wax pad! But amazing soft plastic adhesive cushions that hold loose, wobbly dentures comfortably tight and firm. Snug! Brand Denture Cushions are the long lasting, clear way to hold loose dentures tight. Snug lasts for weeks... does away with bothersome mess of daily "Slickums." Snug Cushions are easy to wipe and re... stick to your plate not to your gums. Easy to clean or remove... won't wash off and can't flake away. Get Snug Denture Cushions to hold your dentures tight for weeks... in comfort. At all drug counters.

The Monolithium Co.—U.S. (Invt) Ad No. EM 78-702
 1/20 Page (12 x 3 1/2)
 Sunday Supplement—1978
 Job No. 78188
 Printed in U.S.A.
 D.A.R.C.Y., MANHATTAN & MASSIVE, Inc., New York

No paste or powder
**holds dentures
 comfortably
 tight for weeks**

like Snug Denture Cushions
 Not a paste! Not a powder! Not a cream or wax pad! But amazing soft plastic adhesive cushions that hold loose, wobbly dentures comfortably tight and firm. Snug! Brand Denture Cushions are the long lasting, clear way to hold loose dentures tight. Snug lasts for weeks... does away with bothersome mess of daily "Slickums." Snug Cushions are easy to wipe and re... stick to your plate not to your gums. Easy to clean or remove... won't wash off and can't flake away. Get Snug Denture Cushions to hold your dentures tight for weeks... in comfort. At all drug counters.

The Monolithium Co.—U.S. (Invt) Ad No. EM 78-704
 1/20 Page (12 x 3 1/2)
 Sunday Supplement—1978
 Job No. 78188
 Printed in U.S.A.
 D.A.R.C.Y., MANHATTAN & MASSIVE, Inc., New York

Amazing soft plastic cushion
**holds dentures
 comfortably tight
 for weeks**

without messy "slickums!"
 Not a messy paste, powder, cream or wax pad—but an amazing soft plastic adhesive cushion. Snug! Brand Denture Cushions hold loose, wobbly dentures comfortably tight for weeks. With Snug there's no need to bother with messy daily "Slickums." Snug lasts for weeks, sticks to your plate not to your gums, so easy to clean or remove. Get Snug Denture Cushions to hold your dentures tight and firm for weeks... in comfort. At all drug counters.

The Monolithium Co.—U.S. (Invt) Ad No. EM 78-703
 1/20 Page (12 x 3 1/2)
 Sunday Supplement—1978
 Job No. 78188
 Printed in U.S.A.
 D.A.R.C.Y., MANHATTAN & MASSIVE, Inc., New York

No paste or powder
**holds dentures
 comfortably tight
 for weeks**

like Snug Denture Cushions
 Not a messy paste, powder, cream or wax pad—but an amazing soft plastic adhesive cushion. Snug! Brand Denture Cushions hold loose, wobbly dentures comfortably tight for weeks. With Snug there's no need to bother with messy daily "Slickums." Snug lasts for weeks, sticks to your plate not to your gums, so easy to clean or remove. Get Snug Denture Cushions to hold your dentures tight and firm for weeks... in comfort. At all drug counters.

The Monolithium Co.—U.S. (Invt) Ad No. EM 78-705
 1/20 Page (12 x 3 1/2)
 Sunday Supplement—1978
 Job No. 78188
 Printed in U.S.A.
 D.A.R.C.Y., MANHATTAN & MASSIVE, Inc., New York

D'Arcy-MacManus & Masius

437 MADISON AVENUE
NEW YORK, NEW YORK 10017

Television Continuity

The Mentholatum Co.
ACCOUNT
Snug Denture Cushion
PRODUCT
"Movie"
TITLE
:30
LENGTH
MVSN 2153
SCRIPT NUMBER

As filmed 11/28/77

<u>VIDEO</u>	<u>AUDIO</u>
OPEN ON TWO WOMEN EXITING MOVIE HOUSE ONTO STREET	<u>HELEN:</u> They don't make movies lik they used to.
WOMEN WALK DOWN STREET	<u>SARA:</u> Let's have some of my pecan pie, that never changes.
CUT TO HELEN'S FACE, LOOKING EMBARRASSED.	<u>HELEN:</u> Uh-Uh... It's been a while s I fixed my dentures... they' loose again.
2-SHOT AS SARA TALKS TO HELEN.	<u>SARA:</u> Didn't I tell you about Snug?
ECU OF SNUG PACKAGE. WOMAN'S HAND PULLS CUSHION OUT. <u>SUPER:</u> 'FOR TEMPORARY USE UNTIL YOU SEE YOUR DENTIST.'	<u>SARA:</u> It's different -- you don't ne to apply it every day.
CUT TO HAND HOLDING DENTURE SHAPED LUCITE AS OTHER HAND PRESSES SHAPED CUSHION ONTO LUCITE.	<u>SARA:</u> It's a cushion you just shape.
PALM DOWN HAND PRESSES AGAINST TOP OF LUCITE WHICH CLINGS TO HAND WITHOUT ANY OTHER SUPPORT.	<u>SARA:</u> Snug lasts for weeks. And it hold your dentures firm and comfortable.
DISSOLVE TO SIMILAR SCENE AT A POINT LATER IN TIME.	<u>SARA:</u> Pecan pie? <u>HELEN:</u> Uh -- Uh --

Complaint

D'Arcy-MacManus & Masius
437 MADISON AVENUE
NEW YORK, NEW YORK 10017

Television Continuity

The Mentholatum Co.
ACCOUNT
Snug Denture Cushio
PRODUCT
"Movie"
TITLE
:30
LENGTH
MVSN 2153
SCRIPT NUMBER

VIDEO

AUDIO

SCENE CONTINUES

HELEN: Sure --

SARA: Well?

HELEN: I'm on a diet.

ECU SNUG PACKAGE

SUPER: SNUG LASTS WEEKS
HOLDS DENTURES FIRM



D'Arcy-MacManus & Masius Advertising

CLIENT: MENTHOLATUM
PRODUCT: SNUG
TITLE & FILM NO: "MOVIE" - MVS2153
FIRST USE: 3/778

LENGTH: 30 SECONDS



1. HELEN: They don't make
moucl like they used to.
SARA: Let's have some of
my Oscar pie, that never
changes.



2. HELEN: Uh-Uh...It's
been a while since I fixed
my dentures...they're
loose again.



3. SARA: Didn't I tell you
about Snug? It's dis-
tarent -



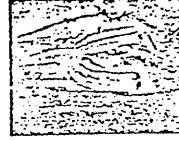
4. you don't need to apply
Snug every day.



5. It's a cushion you just
shape.



6. Snug lasts for weeks.



7. And it'll hold your
dentures firm and com-
fortable.



8. Pican ple? HELEN:
Uh - Uh -



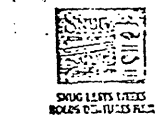
9. SARA: Didn't you switch
to Snug?



10. HELEN: Sure - SARA:
Well?



11. HELEN: I'm on a diet.
SARA: Oh.



12. (SILENT)

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondents named in the caption hereof, and the respondents having been furnished thereafter with a copy of a draft of complaint which the bureau proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondents with violation of the Federal Trade Commission Act; and

The respondents, their attorneys, and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondents of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondents that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondents have violated the said Act, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of sixty (60) days, now in further conformity with the procedure prescribed in Section 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings and enters the following order:

1. Respondent Mentholatum Company is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 1360 Niagara St. in the City of Buffalo, State of New York.
2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondent, and the proceeding is in the public interest.

ORDER

I.

It is ordered, That respondent, the Mentholatum Company, a corporation, its successors and assigns, and its officers, agents, representatives and employees, directly or through any corporation, subsidiary, division or other device [hereinafter, "respondent"], in connection with the advertising, offering for sale, sale or distribution of any dental device or dental product, forthwith cease and desist

from disseminating or causing the dissemination of any advertisement by any means in or affecting commerce which makes any representation directly or indirectly that is inconsistent with, negates or contradicts any statement concerning matters of health, safety or efficacy set forth on the labeling of any such device or product or which in any way limits, qualifies or detracts from any such statement appearing on the labeling of any such device or product.

II.

It is further ordered, That respondent, in connection with the advertising, offering for sale, sale or distribution of any dental device or dental product (except denture cushions as provided for in Paragraph 3), shall, in disseminating or causing the dissemination by any means in or affecting commerce of any advertisement which makes any representation directly or indirectly (other than those prohibited in I above) regarding duration of use of any such product, disclose clearly and conspicuously any labeling warning regarding duration of use of such device or product.

It is agreed, for the purposes of this Order, that in the event a label or packaging warning regarding duration of use is no longer utilized for any such product, advertisements for said dental device or product need not bear a disclosure regarding duration of use.

III.

It is further ordered, That respondent, in connection with the advertising, offering for sale, sale or distribution of the product Snug Denture Cushions or any other denture cushion, when making any representation regarding the duration of use of said product (other than those prohibited in I, above), shall disclose clearly and conspicuously that said product is only appropriate for short-term use until a denture wearer is able to see a dentist for the adjustment of his or her loose or ill-fitting dentures. For the purposes of this Order, it is agreed that respondent may use the term "for weeks" in the advertising of denture cushion products so long as the terms "temporary" and "only until a dentist can be seen" are included, and the advertisement does not imply the product should be used on a long-term basis.

It is further agreed, for the purposes of this Order, that in the event that the Snug Denture Cushion product is no longer regarded by the federal Food and Drug Administration as suitable only for

short-term, non-regular use, the respondent may seek from the Commission amendment of this portion of this Order.

IV.

It is further ordered, That respondent shall forthwith distribute a copy of this Order to each of its operating divisions.

It is further ordered, That respondent notify the Commission at least thirty (30) days prior to any proposed change in its corporate status such as dissolution, emergence of a successor corporation, the creation or dissolution of any subsidiaries, and assignment or sale of the business, or any other change in the corporate respondent that may affect compliance obligations arising out of this Order.

It is further ordered, That respondent shall, within sixty (60) days after this Order becomes final, and annually thereafter for three (3) years, file with the Commission a report, in writing, signed by respondent, setting forth in detail the manner and form in which it has complied with this Order.

Modifying Order

96 F.T.C.

IN THE MATTER OF
ENCYCLOPAEDIA BRITANNICA, INC., ET AL.

MODIFYING ORDER IN REGARD TO ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION ACT

Docket 8908. Decision, March 9, 1976—Modifying Order, Oct. 28, 1980

This order modifies Paragraphs II(A), (B), (D) and (E) of the original Commission order issued March 9, 1976 (41 FR 19301, 87 F.T.C. 421) against respondents. The modifications permit respondents, for a one-year period, to use alternative means of making prescribed disclosures regarding their sales solicitation activities. This action affords respondents further opportunity to propose provisions that will lessen any undue financial impact on them and to demonstrate to the Commission that these provisions will effectively communicate to prospective customers, the disclosures required by the previous order.

ORDER MODIFYING CEASE AND DESIST ORDER

On March 9, 1976, the Commission issued an Order in this docket against Encyclopaedia Britannica, Inc., a corporation, and Britannica Home Library Services, Inc., a corporation. The Order includes, *inter alia*, provisions (Paragraphs II(A) and II(B)) requiring respondent, Encyclopaedia Britannica, Inc., to disclose in certain advertising and in a specified manner that persons who reply as requested may be contacted by a salesperson for the purpose of selling respondent's products. Furthermore, the Order (Paragraphs II(D) and II(E)) requires that when a sales representative of the respondent visits the home or place of business of potential purchasers of respondent's products, such representatives shall, at the time permission is sought, present a 3 by 5 card which identifies the sales representative and discloses that the purpose of the visit is to sell respondent's products.

On August 2, 1979, the United States Court of Appeals for the Ninth Circuit affirmed and enforced the Commission Order in this docket. On March 17, 1980, the Supreme Court of the United States denied respondents' petition for *certiorari*. Accordingly, pursuant to section 5(g)(3) of the Federal Trade Commission Act, as amended, the Order of the Commission in this docket is now final.

During the time their *certiorari* petition was pending in the Supreme Court, respondents initiated discussion with the staff of the Commission concerning possible modifications of Paragraphs II(A), II(B), II(D) and II(E) of the Commission's Order. On March 18, 1980, Paragraphs II(A), (B), (D), and (E) of the Commission's Order were

stayed until further notice in order to permit the Commission to consider proposed modifications. On March 26, 1980, respondents filed their "Request to Reopen Proceedings and Modify Order." Respondents filed a memorandum in support of this request on May 2, 1980. In their petition and supporting memorandum, respondents asserted that, without such modifications, they would be placed at a competitive disadvantage, resulting in substantial financial harm to their business operations. Respondents also asserted that they have adopted in the last several years new sales procedures, including disclosures in advertising and in business calling cards presented by salespersons at the door of prospective customers, which effectively disclose to prospective customers the direct sales solicitation purpose and nature of such sales activities.

Pursuant to Section 2.51 of its Rules of Practice, the Commission invited public comment on respondents' petition to modify the Order. Having considered respondents petition and supporting memorandum, and the comments received, the Commission has determined that it would be appropriate to provide respondents further opportunity to (1) propose provisions that would lessen any undue financial impact on them and (2) present evidence demonstrating that such provisions will effectively communicate the information required by the original Order. Furthermore, with respect to the advertising disclosures required by Paragraphs II(A) and II(B), the Commission has determined that, without necessity of further evidence, certain modifications of the advertising disclosures can be ordered which will communicate effectively while allowing respondents alternative methods of making the disclosures.

Therefore, it is ordered, That Paragraphs II(A), (B), (D) and (E) of the Order issued in this docket on March 9, 1976 shall be modified as follows:

1. Paragraph II(A) shall read:

A. Disseminating or causing to be disseminated any advertisement or promotional material which solicits participation in any contest, drawing or sweepstakes, or solicits any response to any offer of merchandise, service or information, unless an such solicitation clearly and conspicuously discloses that a person who replies a requested may be contacted directly by a salesperson for the purpose of selling respondent's products, using one of the following disclosures:

1. IMPORTANT: This card will let you know of my interest and enable your [location designation, if appropriate] sales representative to

(contact me at home)		(information)
(call or visit me)	with	(details)
(contact me in person)		(facts)

Modifying Order

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on how I may (purchase) [applicable product].
(buy)

2. IMPORTANT: Returning this card allows me to have your [location designation, if appropriate] sales representative

(contact me at home) (information)
(call or visit me) with (details)
(contact me in person) (facts)

on how I may (purchase) [applicable product].
(buy)

3. IMPORTANT: Returning this card will enable your [location designation, if appropriate] sales representative to

(contact me at home) (information)
(call or visit me) with (details)
(contact me in person) (facts)

on how I may (purchase) [applicable product].
(buy)

Upon prior approval in writing of the Assistant Director of the Division of Compliance of the Bureau of Consumer Protection, or his designee, respondent may use any other disclosure that clearly and conspicuously discloses that a person who replies as requested may be contacted directly by a salesperson for the purpose of selling respondent's products. A request for approval shall be in writing and shall be deemed granted if not disapproved within 30 days after receipt by the Assistant Director of the Division of Compliance of the Bureau of Consumer Protection.

2. Paragraph II(B) shall read:

B. Providing any return card, coupon or other device which is used to respond to any advertisement or promotional material covered by Paragraph II(A) above, unless one of the disclosures set forth in such Paragraph, or a disclosure approved by the Assistant Director of the Division of Compliance or his designee as satisfying the requirements of Paragraph II(A), clearly and conspicuously appears in immediate proximity to the space provided for a signature or other identification of the responding party. During the one (1) year period from the date this Order become final, respondent may submit a request to reopen these proceedings pursuant to Section 2.51 of the Commission's Rules of Practice. Such petition shall contain information demonstrating that any proposed modifications of Paragraphs II(A) and I(B) will clearly and conspicuously disclose to potential purchasers of respondent's products that a person who replies as requested may be contacted directly by a salesperson for the purpose of selling respondent's products. The foregoing sentence shall not be construed as a limitation on respondent's submission of additional information regarding the request to reopen, including information relating to the financial impact of Paragraphs II(A) and II(B) on respondent. Should a request be submitted, the Commission shall determine whether to reopen these proceedings within one hundred-twenty (120) days of receipt of such request. The procedure to reopen the proceedings as set forth herein is in addition to, and not in lieu of, any

other procedure (or time period with respect to such procedure) permitted by law or the Commission's Rules of Practice.

3. Paragraph II(D) shall be amended by adding the following proviso at the end thereof:

Provided, however, that for one (1) year from the date this Order becomes final, respondent may, in lieu of the card required by this Paragraph of the Order, substitute a business card of at least 2 inches by 3-1/2 inches containing only the following information:

- (1) the name of the corporation
- (2) the name of the salesperson
- (3) the term "sales representative"
- (4) An address and telephone number at which the corporation or salesperson may be contacted
- (5) the product or the corporation logo or identifying mark.

During this one (1) year period, respondent shall comply in all other respects with the requirements of Paragraph II(D) above. Prior to the expiration of the aforesaid time period, respondent may submit a request to reopen these proceedings pursuant to Section 2.51 of the Commission's Rules of Practice. Such petition shall contain information demonstrating that the business card required in Paragraph II(D), as modified above, is effective in communicating to potential purchasers, prior to the entry into their homes or places of business by any of respondent's sales representatives, that the purpose of the sales representative's call is to solicit the sale of respondent's products. The foregoing sentence shall not be construed as a limitation on respondent's submission of additional information regarding the request to reopen, including information on the financial impact of Paragraph II(D) on respondent. Should a request be submitted, the Commission shall determine whether to reopen these proceedings within one hundred-twenty (120) days of receipt of such request. Respondent may continue to use the business card, as described by this *proviso*, during the time that a request to reopen these proceedings pursuant to this Paragraph is pending, and, if such proceedings are reopened, until the Commission determination of the matter has become final. The procedure to reopen the proceedings as set forth herein is in addition to, and not in lieu of, any other procedure (or time period with respect to such procedure) permitted by law or the Commission's Rules of Practice.

4. Paragraph II(E) shall be amended by striking the words "to direct each such person to read the information contained on such card." The amended Paragraph shall read:

E. Failing to give the card, required by Paragraph II(D) above, to each person and to provide each such person with an adequate opportunity to read the card before engaging any such person in any sales solicitation.

It is further ordered, That the foregoing modifications shall become effective upon service of this Order.

----- COMMISSION DECISIONS -----
Modifying Order

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It is further ordered, That the stay issued on March 18, 1980 shall be vacated and Paragraphs II(A), (B), (D) and (E), as modified by this Order, shall have full force and effect upon service of this Order. Commissioner Pitofsky did not participate.

IN THE MATTER OF
UNIVERSAL BODYBUILDING, INC., ET AL.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT

Docket C-3048. Complaint, Nov. 5, 1980—Decision, Nov. 5, 1980

This consent order requires, among other things, a Redford, Mich. seller of various bodybuilding and self-improvement courses and products to cease from using adult models and testimonials in advertisements directed to non-adults; and advertising or promoting the sale of bodybuilding products or courses, unless it has tests or studies available which indicate that unsupervised use of its products will not be harmful to non-adults. The firm is further prohibited from making any unfair, deceptive or unsubstantiated product claim in advertising or other promotional material; and required to maintain specified records for a particular period.

Appearances

For the Commission: *Deandra Kraus.*

For the respondent: *Richard B. Poling, Jr., Moore, Sills, Poling, Wooster & Sinn, Birmingham, Mich.*

COMPLAINT

The Federal Trade Commission has reason to believe that Universal Bodybuilding, Inc., a corporation, and Morris Mitchell, individually and as an officer of Universal Bodybuilding, Inc., have violated the provisions of the Federal Trade Commission Act. It appears to the Commission that a proceeding by it would be in the public interest. The Commission hereby issues its complaint as follows:

PARAGRAPH 1. Respondent Universal Bodybuilding, Inc. is a corporation with its principal office and place of business located at 26903 West Eight Mile Road, Redford, Michigan.

Respondent Morris Mitchell is president of Universal Bodybuilding, Inc. He formulates, directs and controls the policies, acts and practices of Universal Bodybuilding, Inc. His address is the same as that of Universal Bodybuilding, Inc.

All allegations made in the present tense include the past tense.

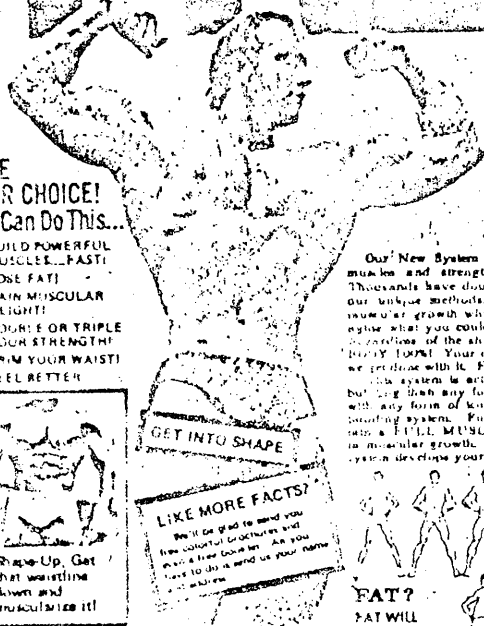
PAR. 2. In the conduct of their business, respondents sell bodybuilding, muscle-building and other self-improvement courses, devices, and products (hereafter products) directly to the purchasing public, including young people under 17 years of age (non-adults),

through the mail in various States of the United States and in the District of Columbia.

PAR. 3. To promote the sale of their products, respondents prepare, or cause to be prepared, advertisements which they publish or cause to be published in various publications, including publications directed to and read primarily by non-adults, which are distributed throughout the United States.

PAR. 4. Typical but not all inclusive of such advertisements are the following:

FREE



TAKE YOUR CHOICE! You Can Do This...

- BUILD POWERFUL MUSCLES...FAST!
- LOSE FAT!
- GAIN MUSCULAR WEIGHT!
- DOUBLE OR TRIPLE YOUR STRENGTH!
- TIGHTEN YOUR WAIST!
- FEEL BETTER!



GET INTO SHAPE

LIKE MORE FACTS!

We'll be glad to send you free colorful brochures and mail a free booklet. Ask you name to fill in and we'll mail you a brochure.

Booklet

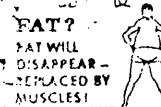
SEE YOUR MUSCLES GROW TODAY!

YOU'LL PUT ON INCHES OF POWERFUL MUSCLES ON YOUR BODY!

Our New System will develop muscles so fantastic that your muscles and strength will seem to be almost Super-Human! Thousands have doubled or tripled their strength while following our unique methods. It is actually possible to have everyday muscular growth while following our body building system! Imagine what you could accomplish while following our methods? **DOUBLY TONED!** Your own friends won't recognize your body when we produce with it. **FANTASTIC. BUT TRUE!** This system is actually 200% more effective in muscle building than any form of exercise — this is a "full-contractional" bodybuilding system. Full Contractional Methods enable you to obtain a **FULL MUSCLE PUMP** — which is absolutely necessary in muscular growth. Our methods have nothing to chance — our system develops your body **TOTALLY!**



SIZZINNY? MUSCLES WILL APPEAR... ALMOST LIKE MAGIC!



FAT? FAT WILL DISAPPEAR — REPLACED BY MUSCLES!

YOUR NEW MUSCLES WILL FEEL LIKE DYNAMITE!

Improve your health and condition and your outlook on life as you become more muscular. 50% of men of your age height are overweight and we'll help you build a muscular body. Thousands of men have been doing the same with fantastic results — why not you? Whenever you look like today, we can improve on it. We guarantee it!

- ARM** — Develop big powerful arms. Build and gain your muscles. Build and gain your muscles. Build and gain your muscles.
- TRICEPS** — Develop your triceps and complete the muscular look. Build and gain your muscles. Build and gain your muscles.
- BACK** — Develop your upper back and get that "V" shape. Build and gain your muscles. Build and gain your muscles.
- SHOULDER** — Build and gain your shoulder muscles. Build and gain your muscles. Build and gain your muscles.
- NECK** — Put some muscle on your neck. Build and gain your muscles. Build and gain your muscles.
- STOMACH** — Tighten and harden the way your stomach looks. Build and gain your muscles. Build and gain your muscles.

Universal, Dept. 344-1
Box 2054
Canton, Mich. 48240

You bet I want MUSCLES — rush me your FREE Booklet and all your Colorful Brochures!! I am sending you 2/c to help cover postage and handling costs. (please PRINT clearly)

Name _____ Age _____

Address _____

City _____ State _____ Zip _____

MAIL THIS COUPON TODAY

Super

BODYBUILDING COURSE -

INTRODUCING

THE BODYBUILDING SYSTEM THAT GUARANTEES - YOU'LL PUT ON INCHES OF POWERFUL MUSCLES ON YOUR BODY!

At last, NEW bodybuilding secrets are now available for your use. Finally, after years of experimenting we have come up with the fastest muscle building system in the world. Our course really works - thousands have taken our course and have obtained fantastic results. Right in the privacy of your own bedroom, you can completely transform your body.

HOW CAN YOU GET THESE RESULTS SO FAST?

You can have POWERFUL MUSCLES FAST... not by trials and years of hard work... but by simply following our fascinating system... a system that works so fast you can see results from day to day! That's the kind of course you want? We absolutely guarantee results.

HERE ARE JUST A FEW OF THE LETTERS WE HAVE RECEIVED:

"I'm making fantastic following your new system of muscle building. I know it could be so easy to build muscles!"
J. Johnson

"I'm a skinny weakling. I weighed only 130 pounds in 1945. I am now amazed at the results I am getting. I can lift 200 pounds!"
B. Abbott

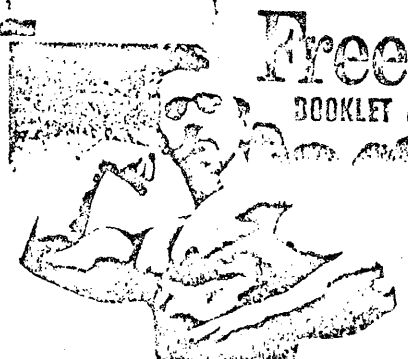


"In just 3 weeks I have gained 15" on my arms and 4" on my chest. I have also lost 4" off my waist. Your course is just great!"
D. Roberts

"I'm transforming all the fat off my body and changing it into rock hard muscle. It's amazing. I have lost 8" off my waist. I can actually see my muscles growing from day to day!"
P. Williams

"I have gained 20 pounds in just 30 days and I have gained over 2 inches on my chest. I feel that my pump has doubled. In sports I am a winner in everything I do!"
G. Daniels

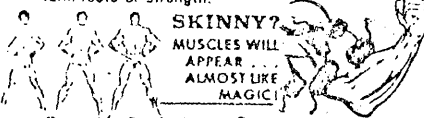
"I have gained 5" on my arms and 12" on my chest while losing 3" off my waist. I have tripled my power and speed. Thanks for what you have done for me!"
M. Robinson



MORRIS MITCHELL GAINED 65 POUNDS OF MUSCLE WHILE FOLLOWING OUR "REVOLUTIONARY NEW METHODS" ON BODYBUILDING.

TAKE YOUR CHOICE! You Can Do This...

★ DOUBLE OR TRIPLE YOUR STRENGTH in record time! It wouldn't take long before you can perform feats of strength.



Universal Bodybuilding
Box 6634, Dept. CHA
Detroit, Mich. 48240

Send the "works" to me free! Rush me all that free muscle building information, so that I can see inches of powerful muscles - all in the privacy of my home. I am sending 25¢ to help cover postage and handling costs. I am under no obligation. (Please print)

Name _____ Age _____

Address _____

City _____ State _____ Zip _____

MAIL THIS COUPON TODAY

PAR. 5. By and through the preceding advertisements and other advertisements, respondents represent, directly or by implication, that a typical consumer who is likely to respond to respondents' advertisements will attain rapid improvement in his physical appearance, add muscles, lose fat and gain respect from his peers.

PAR. 6. By and through the preceding advertisements and other similar representations, respondents represent, directly or by implication, that the Universal Bodybuilding System:

1. makes muscles appear quickly and easily, with little effort;
2. is 200% to 300% more effective in muscle-building than any form of isometrics; and
3. is the fastest muscle-building system in the world.

This list is representative, but not all inclusive, of the representations made by respondents.

PAR. 7. By and through the preceding advertisements and other similar advertisements, respondents represent, directly or by implication, that the endorsements presented in the advertisements represent the typical and expected results of use of respondents' products in the manner depicted in the advertisement by a typical consumer who is likely to respond to respondents' advertisements.

PAR. 8. By and through the preceding advertisements and other advertisements, respondents represent, directly or by implication, that the physical stature of the models featured in the advertisements is attainable through use of respondents' products in the manner depicted in the advertisements by a typical consumer who is likely to respond to respondents' advertisements.

PAR. 9. By and through the preceding advertisements and other advertisements, respondents represent, directly or by implication, that they have, and rely on, competent scientific tests or studies sufficient to provide a reasonable basis to believe that the above representations are true.

PAR. 10. By and through the preceding advertisements and other advertisements directed to and read primarily by non-adults, respondents represent that use of respondents' products without appropriate supervision will not be harmful to non-adult consumers.

PAR. 11. In truth and in fact and in contradiction to the representations of respondents:

- A. Use of respondents' products will not allow a typical consumer who is likely to respond to respondents' advertisements to rapidly attain a change in physical appearance, add muscles, lose fat or command respect from everyone he meets.

In addition:

1. the Universal Bodybuilding System does not make muscles appear quickly and easily, with little effort;
2. the Universal Bodybuilding System is not 200 to 300 percent more effective in muscle-building than any form of isometrics; and
3. the Universal Bodybuilding System is not the fastest muscle-building system in the world.

B. The endorsements presented in respondents' advertisements do not represent the typical and expected results of use of respondents' products in the manner depicted in the advertisements by a typical consumer who is likely to respond to respondents' advertisements.

C. The physical stature of the models featured in these advertisements is not attainable through use of respondents' products in the manner depicted in the advertisements by a typical consumer who is likely to respond to respondents' advertisements.

D. Respondents, at the time such representations were made, did not possess and rely on competent substantiation sufficient to provide a reasonable basis to believe that the representations were true.

E. Respondents, at the time the representation in Paragraph Ten was made, did not have, and rely on, competent scientific tests or studies sufficient to provide a reasonable basis to believe that use of respondents' products without appropriate supervision will not be harmful to non-adult consumers.

Therefore, the advertisements referred to above are unfair and deceptive.

PAR. 12. To promote the sale of their products, respondents disseminate advertisements which are directed to non-adults and which are read by an audience which is primarily composed of non-adults. In these advertisements, respondents make use of pictures or drawings of professional adult bodybuilding or weight-lifting models to promote their products. The physical stature of the models depicted in these advertisements is unattainable by the non-adults who read them. In these advertisements, respondents also make use of testimonials of adults who have used respondents' products. The results achieved by these adults cannot be achieved by the non-adults who read these advertisements.

PAR. 13. The use by respondents of the pictures or drawings described in Paragraph Twelve has the tendency and capacity to